

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION**

TEXTILE COMPUTER SYSTEMS,  
INC.,

Plaintiff,

v.

COMERICA BANK, ET AL.,

Defendants.

CIVIL ACTION NO.  
6:21-cv-01052-ADA

**JOINT STIPULATION REMOVING DEBIT SYSTEMS AND  
TRANSACTIONS FROM THIS CASE**

In an effort to reduce the scope of the disputed issues and streamline discovery and trial in this case, Plaintiff Textile Computer Systems, Inc. (“Textile”) and Defendant Comerica Bank (“Comerica”) have reached an agreement resolving their dispute relating to all accused products and accused activities relating to systems and transactions associated with debit cards or debit accounts issued by, for, or on behalf of Comerica, or branded with the name or trademark of Comerica or a Comerica Affiliate (“Partial License Agreement”). Therefore, Textile and Comerica hereby stipulate as follows:

1. The Partial License Agreement has resolved all disputes between Textile and Comerica with regard to Comerica’s Licensed Debit System (as that term is defined in the Partial License Agreement). All disputed infringement issues relating to Comerica’s Licensed Debit System—whether in connection with Textile’s infringement claims or Comerica’s non-infringement declaratory judgment claims—are now moot.

2. Textile will not pursue any discovery from Comerica relating to Comerica’s Licensed Debit System. This includes written discovery under Rules 31, 33 and 34 and deposition discovery under Rule 30. To the extent outstanding discovery requests encompass information related Comerica’s Licensed Debit System, then Comerica need not provide discovery related solely to Comerica’s

Licensed Debit System. For the avoidance of doubt, nothing in this paragraph precludes Comerica from producing information relating to Comerica's Licensed Debit System or seeking information from Textile or others relating to debit cards, debit accounts, or systems/methods relating to the same.

3. Textile will not include infringement allegations relating to Comerica's Licensed Debit System in expert reports, motions, or at trial.

4. Textile is not entitled to any legal or equitable relief relating to Comerica's Licensed Debit System.

5. For the avoidance of doubt, the disputes between Textile and Comerica with regard to the systems and methods used in connection with Comerica's credit cards and credit accounts, including all of Comerica's defenses and counterclaims thereto, are not impacted by the Partial License Agreement or this Stipulation.

Dated: October 27, 2022

Respectfully submitted,

/s/ Matthew J. Antonelli

Matthew J. Antonelli

Texas Bar No. 24068432

[matt@ahtlawfirm.com](mailto:matt@ahtlawfirm.com)

Zachariah S. Harrington

Texas Bar No. 24057886

[zac@ahtlawfirm.com](mailto:zac@ahtlawfirm.com)

Larry D. Thompson, Jr.

Texas Bar No. 24051428

[larry@ahtlawfirm.com](mailto:larry@ahtlawfirm.com)

Christopher Ryan Pinckney

Texas Bar No. 24067819

[ryan@ahtlawfirm.com](mailto:ryan@ahtlawfirm.com)

ANTONELLI, HARRINGTON

& THOMPSON LLP

4306 Yoakum Blvd., Ste. 450

Houston, TX 77006

(713) 581-3000

Stafford Davis

State Bar No. 24054605

[sdavis@stafforddavisfirm.com](mailto:sdavis@stafforddavisfirm.com)

Catherine Bartles  
Texas Bar No. 24104849  
cbartles@stafforddavisfirm.com  
THE STAFFORD DAVIS FIRM, PC  
815 South Broadway Avenue  
Tyler, Texas 75701  
(903) 593-7000

*Attorneys for Textile Computer Systems, Inc.*

/s/ Marc Vander Tuig

Michael C. Smith  
Walker Steven Young (pro hac vice)  
SCHEEF & STONE, LLP  
113 East Austin St.  
Marshall, TX 75670  
Telephone: (903) 938-8900  
michael.smith@solidcounsel.com

Paige Stradley (pro hac vice)  
Rachel Zimmerman Scobie (pro hac vice)  
Jeffrey Blake (pro hac vice)  
MERCHANT & GOULD P.C.  
150 S. Fifth Street, Suite 2200  
Minneapolis, MN 55402

Richard L. Brophy (pro hac vice)  
Marc Vander Tuig (pro hac vice)  
Wenkai Tzeng (pro hac vice)  
ARMSTRONG TEASDALE LLP  
7700 Forsyth Blvd., Suite 1800  
St. Louis, MO 63105  
rbrophy@atllp.com  
mvandertuig@atllp.com  
wtzeng@atllp.com

*Attorneys for Defendant Comerica Bank*

**CERTIFICATE OF SERVICE**

I hereby certify that I served this document by filing it in the ECF system and by separately sending it by email to counsel for the parties for whom counsel has not yet appeared in the case.

*/s Matthew J. Antonelli*  
Matthew J. Antonelli